CONTRIBUTION AGREEMENT Between The COUNTY SOIL AND WATER CONSERVATION DISTRICT And the UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE

This agreement is hereby entered into by and between the above named County Soil and Water Conservation District, called the DISTRICT and the Natural Resources Conservation Service, United States Department of Agriculture, called NRCS.

A. Authority

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590; Food Security Act of 1985, Title XII, P.L. 99-198, as amended; Food Agriculture, Conservation and Trade Act of 1990, Title XIV, Section 1237, P.L.1-101-624, 104 Sat. 3584, 7 U.S.C. 3837 as amended; Omnibus Reconciliation Act of 1993; Federal Agricultural Improvement and Reform Act of 1996, Public Law 104-1; Agriculture Appropriations Act of 1997; Farm Security and Rural Investment Act of 2002, P.L. 107-171, P.L. 106-387, Section 714, and 7 U.S.C. 6962(A); Food, Conservation and Energy Act of 2008, P.L. 110-234.

The authority of the SWCD is defined in Minnesota Statutes Chapter 103C Minnesota Soil and Water Conservation Districts, Powers of Districts and Supervisors.

B. Purpose

The DISTRICT and the NRCS have a common purpose of helping to bring about the conservation and wise use of land, water, wildlife, and related resources. Both also have a mutual interest in the furtherance of USDA conservation programs administered by the NRCS to assure they are effectively implemented and address local priorities of the District. The DISTRICT and NRCS jointly share in the responsibility of providing technical assistance to landowners and operators within the boundaries of the District. Traditionally, resources are shared between the DISTRICT and NRCS to insure that timely and effective technical assistance is provided to those participating in USDA programs. This contribution agreement builds on the established traditional relationship of shared resources to address National, State, and local resource concerns. The DISTRICT and NRCS have identified specific objectives, the achievement of which will help address common resource concerns. These objectives are identified in the DISTRICT's Long-Range Plan and the NRCS Strategic Plan. The increased funding for conservation programs and administrative accountability of existing and new program contracts identified by the Food Security and Rural Investment Act of 2002 has impacted the equitable distribution of these shared resources. The purpose of this agreement is to assure that common goals are realized and to further mutual interests by both parties contributing substantial resources to achieve specific conservation objectives and program accountability in the District.

C. Scope

This agreement will be implemented on a Soil and Water Conservation District boundary basis. The goal of the agreement is to accelerate and ensure that needed technical assistance associated with the administration and field work necessary to implement the Environmental Quality Incentive Program (EQIP) occurs in a timely and effective manner. DISTRICT personnel employed through shared resources will work, under the technical guidance of NRCS personnel, with individual producers that are approved participants in USDA conservation programs. Activities by DISTRICT personnel could include explaining programs and program benefits; maintaining producer case files and contract support documents; and providing direct technical assistance to install conservation practices. The goal is to ensure that producers approved through USDA conservation programs successfully implement the conservation practices contained in those contracts. Delivery of technical assistance support and field services, such as development of practice design plans, practice layout, practice checkout, status reviews, and conservation planning activities will be provided as needed on a work priority basis. Due to the intensive field and administrative requirements associated with conservation cost share programs it is anticipated most of the field work will occur specific to providing direct technical assistance to land owners and operators with potential or approved USDA program contracts.

D. Mutual Benefits

Accelerated delivery of conservation technical assistance and administrative activities will result in reduced soil erosion, improved soil health, improved water quality and quantity, enhanced wildlife habitat, and improved grazing conditions by increasing the staff available to provide on-site technical assistance either directly or through efficiency in program administration. In addition to the conservation of natural resources, the economic viability of local agricultural enterprises and rural communities will be enhanced. This agreement will provide a formal link between the USDA conservation programs and the conservation work of the DISTRICT. The combined resources will result in enhancing the protection of land and water resources in the state, and the conservation and restoration of wildlife habitat. The efficient and effective implementation of EQIP contracts will also be assured.

E. Responsibilities

1. The DISTRICT will:

- a. Contribute to the accomplishment of the common purpose by providing at least 50% of the cost of the technical services described in the attached plan of work. The DISTRICT'S portion of the cost of this agreement can be provided through cash, in-kind re-direction of personnel or a combination of these sources. This 50% portion of non-reimbursed costs is estimated at \$\\$.
- b. As required by the Cooperative Working Agreement between the DISTRICT and NRCS, provide qualified new or re-directed DISTRICT staff that meets the criteria to perform technical assistance services in the categories shown in the attached plan of work. DISTRICT staff must hold the appropriate NRCS issued or recommended "Technical Approval Authority" for the work to be completed. All work will be independently completed.
- c. Have access to USDA records only as necessary to carry out the purpose of this agreement. Access does not give custody of the records (or files) to the DISTRICT. Contents of records will not be disclosed without the express written consent of the NRCS Minnesota Freedom of Information and Privacy Acts Officer. All records accessed or generated as a result of this agreement are and will remain the custody of NRCS.
- d. Warrant that the technical service provided will:
 - Comply with all applicable Federal, State and Tribal and local laws and requirements;
 - Meet applicable NRCS standards, specifications and program requirements;

- Be consistent with the conservation program goals and objectives in the agreement; and
- Incorporate, where applicable, low-cost alternatives that would address the resource issues and meet the objectives of both the program and program participants for which the assistance is provided.
- e. Complete and submit, not more frequently than monthly, nor less frequently than annually, the following documentation to support reimbursement;
 - 1. Form SF-270, Request for Advance or Reimbursement,
 - 2. a written invoice on SWCD letterhead,

(address and phone)

3. a copy of the TSP Technical Assistance EXCEL Spreadsheet with specific documentation detailing the program, practice, and producer where the accomplishments occurred (this must be certified by the District Conservationist), and

All documentation needs to be signed by the appropriate official of the DISTRICT. Refer to

	Attachment B – Budget which is attached. Total amount from NRCS will not exceed \$
f.	If the DISTRICT is not already set up for electronic funds transfer with USDA/NRCS, obtain an SF1199A, Direct Deposit Sign-Up Form, to request payment via electronic transfer of funds. Once completed, the SF-1199A may be mailed to your local USDA Service Center. They will forward this information to the state office for further processing.
g.	Submit the items required in e. above to the NRCS at the following address:
	Assistant State Conservationist (Field Operations) USDA Natural Resources Conservation Service Area Office
	(address and phone)
h.	Comply with the requirements of Attachment A - Special Provisions, which is attached and incorporated as a part of this agreement.
i.	Provide the following as project liaison:
	, ChairpersonCounty Soil and Water Conservation District

- j. Districts must report all completed deliverable work products (when appropriate) into the Performance Results System (PRS) reporting system located on the following web site http://ias.sc.egov.usda.gov/PRSHOME/
- k. The DISTRICT will not charge individuals receiving reimbursed technical assistance an additional fee for their services.

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a.	Contribute to the accomplishment of the work elements by providing funds not to exceed \$ to the DISTRICT for costs incurred in carrying out the purposes of this agreement.
b.	Reimburse the DISTRICT upon: 1) receipt of a written invoice; 2) completion of TechPRS reporting for applicable items and, 3) approval of Form SF-270 with supporting documentation, based upon the attached budget and plan of work (Attachments B and C).
c.	Identify and prioritize work assignments and provide technical guidance to employees while working to accomplish the objectives of this agreement at the field office level.
d.	Provide DISTRICT personnel access to all official records, contract documents, and other materials as necessary to assure participants receive timely and effective technical assistance.
e.	Provide the following individual as a technical liaison to implement the terms of this agreement:
	, District Conservationist USDA, Natural Resources Conservation Service
	(address and phone)
f.	Provide the following individual as an administrative liaison to implement the terms of this agreement:
	, Assistant State Conservationist for Field Operations USDA, Natural Resources Conservation Service
	(address and phone)

- g. Provide availability to NRCS technology and technical tools to the maximum extent possible.
- h. Provide quality assurance in accordance with NRCS established policies.

3. The DISTRICT and NRCS Mutually Agree:

- a. This agreement is effective the date it is executed by all parties to the agreement and will remain in effect for twelve months from the date of the last signature. All agreed-to-items must be completed by this date.
- b. By prior mutual agreement, share in the responsibility for the training and development of employees performing work associated with this agreement.
- c. This agreement may be modified by amendment duly executed by authorized officials of the DISTRICT and NRCS if changes in the deliverables conforming to the requirements of Attachment C need to be made and a partial payment is requested. Changes to the deliverables conforming to the requirements of Attachment C do <u>not</u> require a modification if the revised Spreadsheet is submitted with a SF-270 requesting <u>final</u> payment.

- d. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the United States. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient or any member of the recipient. They also shall not assist the participant or any member of the participant with efforts to lobby Congress, or raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the participant or any member of the participant, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the agency.
- e. This agreement may be terminated by either party by written notice to the other party at least 30 days in advance of the effective date of the termination. If terminated, the parties shall agree upon termination, conditions, including the termination date, and in the event of partial termination, the portion to be terminated. The DISTRICT and NRCS shall not incur any new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.
- f. This is a cooperative venture of both parties. Personnel of the DISTRICT shall remain DISTRICT employees while carrying out their duties under this agreement and shall not be considered Federal employees for any purpose.
- g. It is the intent of the parties to fulfill their obligations under this agreement. However, commitments cannot be made beyond the period for which funds have been appropriated, made administratively available, or authorized by law. In the event funds from which the parties may fulfill their obligations are not appropriated, made administratively available or authorized by law, the agreement will automatically terminate.
- h. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the recipient is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
- i. By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.
- j. Privacy of personal information relating to natural resources conservation programs will be in accordance with Section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171, 166 Stat. 235).
- k. Regarding tort liability, the parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal and state law.

COUNTY SOIL and WAT	ER CONSERVATION DISTRIC
By:	-
Title:	-
Date:	_
This action was authorized at an official meeting of the water Conservation District on the day of, Minnesota.	
Attest:	
U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE	
By:	-
Title:	-
Date:	_
Reviewed: Date:	

Attachment A: Special Provisions Attachment B: Budget Attachment C: Plan of Work

ATTACHMENT A - SPECIAL PROVISIONS

The cooperator agrees to comply with the following special provisions which are hereby attached to this agreement.

I. Drug-Free Workplace.

By signing this agreement, the cooperator is providing the certification set out below. If it is later determined that the cooperator knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

<u>Controlled</u> substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFS 1308.11 through 1308.15);

<u>Conviction</u> means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

<u>Criminal drug</u> statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a cooperator directly engaged in the performance of work under an agreement, including: (I) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the agreement and who are on the cooperator's payroll. This definition does not include workers not on the payroll of the cooperator (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the cooperator's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

Certification:

- A. The cooperator certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the cooperator's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The danger of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph 9(a) that, as a condition of employment under the agreement, the employee will --
 - (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
- (e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees

must provide notice, including position title, to every agreement officer or other designee on whose agreement activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected agreement;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
 - (h) Agencies shall keep the original of all disclosure reports in the official files of the agency.
- B. The cooperator may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if agreement exceeds \$100,000)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the cooperator, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The cooperator shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. <u>Certification Regarding Debarment, Suspension, and Other Responsibility matters - Primary Covered Transactions, (7 CFR 3017)</u>

- (1) The cooperator certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting

to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the primary cooperator is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.
- IV. <u>Clean Air and Water Certification</u> (Applicable if agreement exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The cooperator signatory to this agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is _____, is not_____, listed on the Environmental Protection Agency List of Violating Facilities.
- (b) To promptly notify the State or Assistant Chief prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The cooperator agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. sq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the signing of this agreement by NRCS.
- (2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
- (4) To insert the substance of the provisions of this clause in any nonexempt sub-agreement, including this subparagraph A. (4).

- B. The terms used in this clause have the following meanings:
- (1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).
- (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- (4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pertreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).
- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by a sponsor, to be utilized in the performance of an agreement or sub-agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

V. Assurances and Compliance

As a condition of the contribution agreement, the cooperator assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

The cooperator agrees to:

- a. Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement.
- b. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

ATTACHMENT B - BUDGET

	District	NRCS
Salaries		
Travel		
Equipment (that isn't an indirect cost)		
Office Space (that isn't an indirect cost)		
Indirect costs		
TOTAL		

Other party is required to contribute at least 50 percent towards the cost of accomplishing the objective of the agreement. Other entity contributions may be through a direct outlay of its funds and/or through in-kind contributions. All in kind contributions will be determined on the basis of guidance provided in applicable Federal cost principles, as determined by the standards set by the OMB in Policy Circulars A-87, A-102, and A-133.

ATTACHMENT C – PLAN OF WORK

The District will prepare a list of estimated accomplishments and payment rates by populating the TSP Technical Assistance EXCEL Spreadsheet for Deliverable A below. Although specific individual accomplishments are to be listed, they are only estimates based on conservation planning activity. Actual accomplishments are subject to modification due to changes in conservation practice implementation and priorities as mutually agreed by the parties involved. It is expected that accomplishments will vary from the estimated targets, and that a reduction in one activity will be offset by an increase in another. This shifting of dollars will only occur between activities within a particular program and at no time will reimbursement exceed the dollars specified for each program in this agreement.

Delivera	bles	will	inc	lude:

Deliverables will include:
A. <u>Practice Implementation</u>
Design, Installation and/or Check-Out of conservation practices contained in approved <u>EQIP</u> cost share contracts up to a total value of \$ All work will be independently completed and each specific work item will be approved by the NRCS District Conservationist prior to commencing work.
Note: Specific work duties for each practice component (Design, Installation and Check-out) are described in the corresponding practice "Statement of Work" which can be found in the Conservation Practice Standards of the EFOTG: http://efotg.nrcs.usda.gov/efotg_locator.aspx?map=MN . Conservation practice design, installation and checkout rates used to determine the amount in "A" above will be estimated using the version of the NRCS generated "TSP Technical Service Payment Rates" or "NTE rates" in effect at the time the agreement was developed. Travel is included in these estimates. These rates are available by county, by practice component and practice quantity on the TechReg web site. SWCDs will be reimbursed 50% of the rates listed (including the cost of travel) on this web site calculator unless a different method of rate calculation has been established by NRCS. Save print screens of the rate calculations for review by field and area office staff.
B. CNMP Manure and Wastewater Handling and Storage Facility Assessment
Develop up toCNMP Manure and Wastewater Handling and Storage Facility Assessments up to a total value of \$ Work duties are described in the CNMP "Statement of Work" and rates will be determined using the "Planning for a CNMP-Other Animals" practice found on the "TSP Technical Service Payment Rates" website. SWCDs will be reimbursed 50% of these rates.
C. Conservation Planning and Plan and Contract Development
Develop up toNew EQIP Conservation Plans and Contract Support Documents, including the entry of these items into ToolKit, at a rate of \$400 each up to a total value of \$ All work will be independently completed and each specific work item will be approved by the NRCS District Conservationist prior to commencing work.
D. Completion of Annual Contract Status Reviews
Conduct and Document up to EQIP Annual Status Reviews at a rate of \$75 each up to a total value of \$. All work will be independently completed and each specific work item will be approved by the

All completed components of contract items A, B, C, and D will be listed on the TSP Technical Assistance EXCEL Spreadsheet as specific documentation of the deliverables completed. A copy of the spreadsheet will be certified by the District Conservationist and attached to the SF270 for payment

NRCS District Conservationist prior to commencing work.